

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
NORTHERN DIVISION**

**MYTHICS, LLC F/K/A
MYTHICS, INC.**

PLAINTIFF

V.

CIVIL ACTION NO.: 3:23-cv-2977-DPJ-FKB

THE CITY OF JACKSON, MISSISSIPPI

DEFENDANT

COMPLAINT

Mythics, LLC f/k/a Mythics, Inc. (“Plaintiff”), by and through counsel, files this Complaint against the City of Jackson, Mississippi (“Defendant”), and in support hereof, shows the Court the following:

I. PARTIES

1. Plaintiff is a Delaware limited liability company qualified to do business in Mississippi and has a principal address of 4525 Main Street Suite 1500, Virginia Beach, VA 23462.

2. Defendant is a municipality lying within Hinds County, Mississippi and may be served by delivering process to either the mayor or municipal clerk.

II. JURISDICTION AND VENUE

3. Jurisdiction is proper in this Court pursuant to 28 U.S.C. §1332 since the matter in controversy exceeds \$75,000.00 and is between citizens of different States

4. Venue is proper in the United States District Court, Southern District, Northern Division pursuant to 28 U.S.C. §1391, since Defendant is a municipality lying within Hinds County, Mississippi.

III. FACTS

5. Plaintiff is a vendor of Oracle Products and Related Services, participating in a national cooperative purchasing network (the “network”). The network provides access for governmental entities to efficiently and economically purchase Oracle products and services. *See* Exhibits A & B.

6. Defendant is a governmental entity also participating in the network.

7. Through the network Plaintiff and Defendant entered into multiple agreements for the purchase of Oracle products and services to be used in the City’s water-sewer business administration’s billing system. *See* Exhibits C, D, E.

8. The agreements were approved by the Jackson City Council and spread upon the council’s minutes. *See* Exhibits F, G, H.

9. Plaintiff subsequently provided Oracle products and services to Defendant pursuant to the agreements.

10. Defendant has failed to pay Plaintiff for the products and services as required by the agreement and the following invoices remain due and owing:

	Invoice #	Due Date	Amount Due
1	121372	12/29/2021	23,037.66
2	173572	1/13/2022	18,794.75
3	121373	3/29/2022	23,037.66
4	121374	6/27/2022	23,037.66
5	158944	7/24/2022	52,937.79
6	159996	9/15/2022	24,696.00
7	190619	11/11/2022	33,324.16
8	191334	11/26/2022	16,662.08

9	159997	12/17/2022	24,696.00
10	192476	12/28/2022	16,662.08
11	159999	6/15/2023	24,696.00
12	203635	7/23/2023	24,856.41

See Exhibit I.

11. Plaintiff has sought to resolve the unpaid balance by making multiple demands for payment to Defendant. *See Id.*

12. Defendant has wholly failed to engage with Plaintiff to resolve the unpaid balance.

13. Plaintiff continues to provide Oracle products and services to Defendant. On November 29, 2022, an Interim Third-Party Manager (the “Manager”) was appointed by federal court order to manage the Jackson City water and sewage system. The Manager was given authority to pay Plaintiff for products and services provided post-appointment. Post-appointment invoices provided by Plaintiff to the Manager have been paid except for invoice nos. 159999 and 203635.

COUNT ONE

14. Defendant entered in to written contracts with Plaintiff after the contracts’ terms were first approved by the Jackson City Council and spread upon its minutes.

15. The terms of the contracts required Plaintiff to provide Oracle products and services to Defendant at an agreed upon price.

16. Plaintiff provided the products and services to Defendant and Defendant has failed to comply with the terms of the contract by not timely paying invoices totaling \$306,438.25.

17. Defendant breached the contract and owes Plaintiff \$306,438.25.

COUNT TWO

18. Pursuant to Miss. Code §31-7-301, et seq. Defendant as a governmental entity has an obligation to promptly pay Plaintiff's invoices within forty-five (45) days after receipt.

19. Defendant's failure to pay the invoices promptly makes Defendant liable to Plaintiff for interest at the rate of one and one-half percent (1-1/2%) per month per invoice, calculated from the expiration of the forty-five (45) day period, plus its attorney's fees:

Invoice #	Amount	Invoice Date +45	Total Due Mythics
121372	23,037.66	2/12/2022	\$30,640.09
173572	18,794.75	2/27/2022	\$24,715.10
121373	23,037.66	5/13/2022	\$29,603.39
121374	23,037.66	8/11/2022	\$28,566.70
158944	52,937.79	9/7/2022	\$64,848.79
159996	24,696.00	10/30/2022	\$29,511.72
190619	33,324.16	12/26/2022	\$38,822.65
191334	16,662.08	1/10/2023	\$19,411.32
159997	24,696.00	1/31/2023	\$28,400.40
192476	16,662.08	2/11/2023	\$19,161.39
159999	24,696.00	7/30/2023	\$25,807.32
203635	24,856.41	9/6/2023	\$25,229.26
Totals:	\$306,438.25		\$364,718.13

Penalty:	<u>\$58,279.88</u>
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20. Defendant owes Plaintiff \$58,279.88 and its attorney's fees, due to Defendant's failure to promptly pay the above invoices within forty-five (45) days.

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully requests this Court enter a judgment against Defendant holding it liable to Plaintiff for damages in the amount of not less than \$364,718.13, together with any additional damages which may be incurred after the date

of this Complaint, together with its reasonable attorney's fees, pre-judgment and post-judgment interest and all other costs of court and such other relief as this Court deems appropriate.

THIS, the 2nd day of October, 2023.

Respectfully submitted,

**MYTHICS, LLC F/K/A
MYTHICS, INC.**

/s/ Andrew Hammond

By: Andrew Hammond, its attorney

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